

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
WW Contractors, Inc.,)	Case No. 18-12095-BFK
)	Chapter 11
)	
Debtor.)	
_____)	

**APPLICATION TO EMPLOY WHITEFORD,
TAYLOR & PRESTON, LLP AS COUNSEL TO THE DEBTOR**

WW Contractors, Inc. (the “Debtor”), the debtor and debtor-in-possession in the above captioned chapter 11 case, respectfully submits this *Application to Employ Whiteford, Taylor & Preston, LLP as Counsel to the Debtor* (the “Application”) requesting the entry of an order pursuant to Section 327(a) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the employment and retention of Whiteford, Taylor & Preston, LLP (“WT&P”) as its counsel, effective as of October 22, 2018. The Debtor also submits the *Verified Statement of Christopher A. Jones* attached hereto as Exhibit A (the “Verified Statement”). In support of the Application, the Debtor respectfully states as follows:

Jurisdiction

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

WHITEFORD, TAYLOR & PRESTON, LLP
Christopher A. Jones, VSB# 40064
David W. Gaffey, VSB# 85088
Jennifer E. Wuebker, VSB# 91184
3190 Fairview Park Drive, Suite 800
Falls Church, Virginia 22042
Tel: (703) 280-3374

Proposed Counsel for WW Contractors, Inc.

Background

2. On June 14, 2018, the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the “Maryland Court”).

3. On June 14, 2018, the Maryland Court entered an order transferring this case to the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”). No official committee of unsecured creditors has been formed in this case.

4. The Debtor retained Jeffrey M. Sirody & Associates as bankruptcy counsel when the case was pending in the Maryland Court. Upon information and belief, counsel at Jeffrey M. Sirody & Associates are not licensed to practice law in Virginia.

5. Upon the transfer of the case to this Court, the Debtor retained Meridian Law, LLC (“Meridian”) as bankruptcy counsel. Meridian’s employment was approved by order of this Court entered on August 15, 2018. *See* Docket No. 75.

6. The Debtor has determined in the exercise of its business judgment and consistent with its duties as debtor-in-possession that this case is best served by the replacement of Meridian with other counsel.

Relief Requested

7. The Debtor, in the exercise of its business judgment and consistent with its duties, has determined that it requires the advice and guidance of experienced legal counsel to carry out its duties under the Bankruptcy Code.

8. Pursuant to this Application, the Debtor seeks authority to retain WT&P as its counsel regarding all matters related to the Debtor’s chapter 11 case.

9. The Debtor selected WT&P because of its experience and knowledge of bankruptcy matters and this Court’s Local Rules and practices, and believes WT&P is well qualified to represent it in this chapter 11 case.

10. The professional services that WT&P will render to the Debtor may include, but shall not be limited to, the following:

- a. providing legal advice regarding the Debtor's powers and duties under the Bankruptcy Code;
- b. preparing any necessary schedules, applications, motions, memoranda, plans, disclosure statements, briefs, notices, answers, orders, reports and other legal papers, and appearing on the Debtor's behalf in any proceeding;
- c. handling contested matters and Adversary Proceedings as they arise; and
- d. performing all other legal services for the Debtor which may be necessary or desirable in connection with this chapter 11 case.

11. The Debtor believes that it is necessary to employ counsel to render professional services to it as described above so that the Debtor may properly fulfill its duties under the Bankruptcy Code. The Debtor submits that WT&P is well qualified to handle the legal work required in this chapter 11 case.

The Standards for Approving Employment

12. Section 327(a) empowers a debtor, with the Court's approval, to employ attorneys "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Pursuant to section 327(c) of the Bankruptcy Code, "a person is not disqualified for employment under [Section 327] solely because of such person's employment by or representation of a creditor" 11 U.S.C. § 327(c). WT&P satisfies these standards as set forth below.

Connections with Parties in Interest

13. To the best of the Debtor's knowledge, except as described in the Verified Statement, WT&P has no connection with the Debtor, its creditors, or any other party-in-interest in this case, their respective attorneys or accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

14. The Debtor submits that WT&P represents no interest adverse to the Debtor or to the Debtor's estate in the matters upon which WT&P is to be engaged and is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

Compensation

15. Section 328(a) of the Bankruptcy Code permits the employment of a professional “on any reasonable terms and conditions of employment, including on a retainer.” 11 U.S.C. § 328(a). WT&P proposes to render services on an hourly fee basis at its standard rates in effect from time to time. The standard rates presently in effect at this time are as follows:

<u>Professional</u>	<u>Hourly Rate</u>
Partners:	\$415-\$720
Associates:	\$310-\$405
Paralegals/Litigation Support:	\$245-\$355

16. The WT&P attorneys that will be primarily responsible for this engagement are Christopher A. Jones, David W. Gaffey, and Jennifer E. Wuebker, whose current standard hourly rates are as follows:

<u>Professional</u>	<u>Hourly Rate</u>
Christopher A. Jones	\$590
David W. Gaffey	\$390
Jennifer E. Wuebker	\$345

These rates are subject to annual adjustment effective January 1 of each year. Other WT&P attorneys, paraprofessionals, and legal assistants may provide additional supporting legal services as required. WT&P will also bill the estate for all reasonable and necessary out-of-pocket expenses incurred as permitted by applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the United States Trustee Guidelines.

17. Notwithstanding the foregoing, WT&P has agreed to cap its fees at a blended hourly rate for attorneys of \$450.00.

18. WT&P has not received a retainer in this case to date. To secure its fees in this case, the Debtor has agreed to provide a retainer in the amount of \$15,000.00 (the “Retainer”). Further, the Cash Collateral Budget currently provides for monthly legal fees in the amount of \$15,000.00. Through this Application, the Debtor seeks authority to remit to WT&P the Retainer and any funds authorized in the budget for the payment of legal fees, which funds shall secure payment of WT&P’s allowed fees and costs and shall be held in WT&P’s client trust

account until such time as the Court enters an order allowing and authorizing the payment of such fees and costs. WT&P has contacted First National Bank of Pennsylvania (“FNB”), which has a first-priority lien in the Debtor’s assets including accounts receivable, regarding WT&P’s retention in this case. As indicated by FNB’s endorsement on the Proposed Order attached hereto as Exhibit B, FNB consents to the payment of the Retainer and budgeted legal fees to WT&P, provided that the Debtor has the cash flow to make such payments.

19. The Debtor requests that WT&P be allowed compensation for its services and reimbursement for its expenses in accordance with Sections 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2016, upon submission of appropriate applications therefor in compliance with all applicable orders, rules and guidelines, subject to the review and approval of this Court.

Conclusion

WHEREFORE, the Debtor respectfully requests that the Court enter an order substantially in the form of Exhibit B attached hereto (1) approving the Application as set forth herein, (2) approving the Debtor’s engagement and retention of WT&P as counsel, effective as of October 22, 2018, and (3) granting such other and further relief as it deems just and proper.

Dated: November 16, 2018

WHITEFORD TAYLOR & PRESTON, LLP

/s/ David W. Gaffey
Christopher A. Jones, VSB# 40064
David W. Gaffey, VSB# 85088
Jennifer E. Wuebker, VSB# 91184
3190 Fairview Park Drive, Suite 800
Falls Church, Virginia 22042
Telephone: (703) 280-3374
Email: dgaffey@wtplaw.com

Proposed Counsel for WW Contractors, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 16, 2018, I caused a copy of the foregoing Application to be served via the Court's Electronic Case Filing System on all parties requesting notice thereby, and by first-class mail, postage prepaid, on the parties on the attached Service List.¹

/s/ David W. Gaffey
Counsel

¹ Pursuant to Local Bankruptcy Rule 5005-1(8)(C), the service list is not being served with the mailed version of this pleading, but is available electronically via PACER as an attachment to the version filed with the Court.

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
WW Contractors, Inc.,)	Case No. 18-12095-BFK
)	Chapter 11
)	
Debtor.)	
_____)	

**VERIFIED STATEMENT OF CHRISTOPHER A. JONES
IN SUPPORT OF APPLICATION TO EMPLOY WHITEFORD,
TAYLOR & PRESTON, LLP AS COUNSEL TO THE DEBTOR**

I, Christopher A. Jones, declare:

1. I am an attorney duly licensed to practice law in the Commonwealths of Virginia and am an attorney with Whiteford, Taylor and Preston, LLP (“WTP”). My business address is 3190 Fairview Park Drive, Suite 800, Falls Church, VA 22042. If called as a witness, I would and could testify competently to the matters stated herein. This declaration is submitted pursuant to Bankruptcy Rule 2014(a) in support of the *Application to Employ Whiteford, Taylor & Preston, LLP as Counsel to the Debtor* (the “Application”) filed in the above-captioned case of WW Contractors, Inc. (the “Debtor”).

2. I and WTP understand that if the Court approves the employment of WTP as counsel to the Debtor, all compensation and reimbursement of expenses are subject to Court review and approval. I and WTP understand and agree that no compensation or reimbursement of expenses will be paid unless authorized by the Court. I and WTP further agree to maintain a detailed chronological record of the services rendered, time expended, and expenses incurred.

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Proposed Counsel for WW Contractors, Inc.

4. In connection with the proposed employment of WTP in this case, I and other attorneys at WTP submitted to WTP's accounting department the names of the Debtor, insiders, creditors, and parties in interest for purposes of a conflict review. We also submitted for review the name of the United States Trustee ("UST") and the employees in the UST's office in Alexandria, Virginia. A complete list of the names submitted to WTP's accounting department for purposes of the conflicts check is attached hereto as Exhibit 1.

5. To the best of my knowledge, information, and belief, WTP does not have any connection with the Debtor, its creditors, other parties in interest, or their respective attorneys and accountants, or with the Office of the United States Trustee or anyone employed in the Office of the United States Trustee, except as follows:

A. WTP represents the following parties-in-interest in matters wholly unrelated to the Debtor or this bankruptcy case: AT&T¹. The Debtor and AT&T are not presently adverse in this or any other matter. In the event any actual adversity arises, WT&P will assist the Debtor in obtaining separate counsel with respect to AT&T. For the avoidance of doubt, the foregoing representations are not related in any way to the matters for which WTP is proposed to be engaged in the Debtor's case.

B. WTP is, or in the past has been, adverse to certain of the Debtor's creditors and parties in interest in matters unrelated to the Debtor.

C. WTP has a workers compensation and insurance defense practice through which various insurance companies may occasionally retain WTP to defend parties insured by such companies. Among the insurance companies occasionally retaining WTP to defend insured parties is CNA Insurance.² WTP does not represent CNA Insurance directly in any matter. Further, such insured parties may also happen to be unsecured creditors of the Debtor, on matters unrelated to the Debtor or his bankruptcy proceedings. However, WTP is not presently aware of any such client-creditor other than those described above.

6. To the best of my knowledge, information, and belief, WTP does not hold or represent any interest adverse to the estate of the Debtor or to any party in interest in this case. WTP is a disinterested person within the meaning of 11 U.S.C. § 101.

7. As with any bankruptcy case, it is difficult to say with certainty that all material relationships have been discovered at the inception of the case. Accordingly, WTP will

¹ AT&T is listed in the Debtor's Accounts Payable Aging Summary as being owed \$16.66.

² CNA Insurance is listed in the Debtor's Accounts Payable Aging Summary as being owed \$561.00.

periodically update its conflicts database and if any new material relationships are discovered, they will be disclosed in a supplemental filing with the Court.

8. No promises have been received by WTP, nor by any partner, counsel or associate thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. WTP has no agreement with any other entity to share with such entity any compensation received by WTP in connection with this chapter 11 case.

9. I will promptly advise the Court of any circumstances that may cause the foregoing facts to change.

I, Christopher A. Jones, declare under penalty of perjury that the foregoing is true and correct.

Dated: November 16, 2018

/s/ Christopher A. Jones

Christopher A. Jones

Exhibit 1

WW Contractors Inc.	Buck Kreihs Marine Repair, LLC
Mark Myatt	Buckeye Cleaning Centers
Nea E. Wiggins	Bud Griffin Customer Support
Nicea Wiggins	Burke Industries
Nicholas Wiggins	Burlington Metals, LLC.
Nikea Wiggins	Business Merchant Funding
Nivea Ratcliff	C. N. Robinson Lighting Supply
Patricia Wiggins	C.O.P.S. Monitoring
Timothy Milby	Canon Financial Services, Inc.
Warren Wiggins	Capital Partners
WW Contractors Holding, LLC	Capp, Inc.
5-H Services Inc.	Carson K.C. Mok, Consulting Engineer, P.A
A & A Glass	Cavalier Business Communications
Ace Alarm & Communications, LLC	Central Pension Fund
Admiral Elevator Company	Champion Rentals, Inc.
Advanced Door Service	Charles D. Lynn
Air Filters, Inc.	Charles King
Aireco Supply, Inc.	CHARLES SCHWAB
Air-Nu Filters	Chase Auto Finance
Alan Pikula	Chase Automotive Finance
All Electric Supply Inc.	Cheetah Technologies
Alltemp Insulations	Cholin Corp., Inc.
American Education Services	Cintas Corporation -061, 100,287
American Express	City of Sherman
American Sprinkler Company, Inc.	City of Tyler
Ameritel Corporation	CNA Insurance Companies
Angelos Enterprises	Coburn Supply Company, Inc.
AnswerNet	Comptroller of Maryland
Apex Controls 1, LLC	Concord Mechanical Inc
Apex Engineering Products Corporation	Control and Instrument Services
Arkansas Filter, Inc.	Corrigo, Inc.
AT&T	Corrosion Control Resources
Atlantic Services, Inc.	CPR Services
Automatic Protection Systems	Crespo's Construction
Bank of America, N.A.	Crompco LLC
Baxter Clean Care	Culligan Water Conditioning
Bayview Loan Servicing	Cummins Mid-South L.L.C.
Ben Maines Air Conditioning Inc	Darragh Company
Bernhard Mechanical Contractors, Inc.	Datamax AR Leasing
Best Plumbing Specialties, Inc.	David's Roofing and Remodeling
Birch Telecom	DCIM Solutions, LLC
Blue Flash Sewer Service	DelVal Equipment
BMW Bank	Dennis Canlas
Bmw Financial Services	Design Security Controls

Dowlin Electric
Dudley Burruss
Duff Company
DVL Group, Inc.
Eagle Insulation
Eastcoast Elevator Services, LLC
EBF Partners
Ecosave Automation Inc.
Edwin L. Heim Co.
Electrical Power Systems Inc.
Emergency Systems Service Co.
Empire Funding
Entech Sales & Services, Inc.
Everest Business Funding
Facility Solutions Group
Fairborn Equipment Company Inc
Fairborn Mid Atlantic
FBI Academy
Federal Express
Ferguson Enterprises, Inc.
Ferrara's Heating & Air Co., I
Filtrine Manufacturing Company
Firetrol Protection Systems, Inc.
First National Bank of Pennsylvania
First National Insurance
Fleming Controls & Power Specialities
Forward Financing
Fraser Advanced Information Systems
Freestate Electrical Service
Friedman Electric Supply
G&M Electric Sales Co., Inc.
Gary Stanley
General Services Administration
Green's Lawn Care
Guardian Insurance
H.B. McClure Company
HAI Integrated Building Services, Inc.
HAI-WW JV LLC
Hanover Uniform Company
Harry Kirby
Hd Supply Facilities Maintenance
Herman Goldner, Inc.
Honeywell International Inc
HOP Capital
Horton Power Vac
Houston Bearing & Supply Co., Inc.

Human Resources, Inc.
Ideal Lighting
Inquiries, Inc.
Internal Revenue Service
Interstate All Battery Center
Interstate Batteries of Arkansas
IUOE Local 406
J.A. Sexauer
Jaffe & Asher
James Wood Jr.
Jason Earl
Jefferson Battery Co., Inc.
Jefferson Sprinkler, Inc
John Calvitti Company
John Del Vecchio
Johnson Controls, Inc.
Johnson Supply
Johnstone of New Orleans
Johnstone Supply
Kele, Inc.
Kelley Brothers, LLC
Kenneally & Company
Kensol Airways
Kevin C. McGuire
Kroff Chemical Company, Inc.
Kubota Credit Corporation USA
Kubota Tractor Corporation
Letsos Company
LoanMe
Lubrication Engineers, Inc.
Machado Landscape LLC.
Mac's Restoration LLC
Mara Restoration
Margaret Mead
Mark's Plumbing Parts
Maryland Pump, Tank & Electric Company
Mathena Septic Tank
Matthew Leonard
Maura Zamora
McMaster Carr
Mercer Group International
Merchant Funding
Mike Marley
Mine Safety Appliances Company
Miner Ltd. d.b.a. House of Doors
Mitchell's Lock & Safe Co.,Inc

ML Factors Trust
Motion Industries
Mr. Rooter Plumbing
Mr. ShrinkWrap
MSC Industrial Supply Company. Inc.
National Battery Co.
Naughton Energy Corp
NC Supply Comapny Inc
New & Associates, LLC
NextWave Solutions
Northern Tool & Equipment Co.
Nu-Lite-New Orleans Branch
Oliver Plumbing Incorporated
Oliver Sprinkler Co., Inc.
Ondeck Capital
Overhead Door Company of Tyler
Overhead Door Corporation
Overhead Door of New Orleans
Paul Whitman
PayPal
Payroll Funding
PBS Capital
PBS Solutions
Pennsylvania Equipment Sales
Personnel Concepts Limited
Pitney Bowes
PJM Mechanical Contractors, Inc.
Plumbing Specialties, LLC
Powers of Arkansas
Precision Psi Inc.
Pritchett Controls, Inc.
Proton Electric
Purvis Industries, LTD.
Pyramid Waterproofing, Inc.
R. E. Michel Company, Inc.
R.W. Luce Co.
Refrigeration and ElectriC Supply Co.
Rexel Inc.
Rite Choice Uniforms
River Parish Disposal
Robert DeAntonio
Rosen,Sapperstein & Friedlander
Roto-Rooter Services Company
Rudd Alarms
Rudd Contracting Co., Inc.
Rumsey Electric Co.

Rustic Fence Specialists Inc
Sallie Mae
Sarai Services Payroll
Sarai Investment Corporation
Saturn Funding
Scanex, Inc
Schneider Paper Products, Inc.
Schwegman Office Products/IS
Security And Data Technologies
Shades of Green
Shepherd Electric Company
Sherwin Williams Company
Siemen Building Technologies
Simplex Grinnell
Sprint
SSG VVWJV, LLC
Standard Utility Construction
Stanley Access Technologies
Stephens & Company A/C & Heating LLC
StopFire, LLC
Summit Electric Supply
Sunbelt Rentals, Inc.
SupplyWorks
Tate Engineering Systems, Inc.
Taylor-Seidenbach, Inc.
Terminix Processing Center
Teter's Faucet Parts Corp
Texas Chiller Systems
The Standard
Thermal Gas Systems
Thomas Riffe
Torbik Safe & Lock, Inc.
Total Fire and Safety, Inc.
Trane HVAC Parts & Supplies
Trane U.S., Inc.
Travelers
Tri Dim Filter Corp.
Trinmar
Tyco Integrated Security, LLC
Tyrone Bailey
UFS
United Healthcare
United Security Services
Universal Plumbing Supply Company
Verizon
Veronica Ciaruffoli

Veronica Williams
Virginia Fire Protection
Waltman, Weinberg & Reis Co., LPA
Washington Redskins
Waste Management of Little Rock Hauling
Water Treatment Services Inc.
Waukesha-Pearce Industrie, Inc.
Wells Fargo Financial Leasing, Inc.
World Global Capital
WW Grainger
You Grow We Mow

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
WW Contractors, Inc.,)	Case No. 18-12095-BFK
)	Chapter 11
)	
Debtor.)	
<hr/>		

**PROPOSED ORDER GRANTING APPLICATION TO EMPLOY WHITEFORD,
TAYLOR & PRESTON, LLP AS COUNSEL TO THE DEBTOR**

Upon consideration of the *Application to Employ Whiteford, Taylor & Preston, LLP as Counsel to the Debtor* (the “Application”) filed by WW Contractors, Inc. (the “Debtor”), the debtor and debtor-in-possession in the above captioned chapter 11 case, and the *Verified Statement of Christopher A. Jones in Support of Application to Employ Whiteford, Taylor & Preston, LLP as Counsel to the Debtor* (the “Verified Statement”); and it appearing that Whiteford, Taylor & Preston, LLP (“WT&P”) represents no interest adverse to the Debtor, its creditors, or its estate in the matters upon which the firm will be engaged; and the Court finding that WT&P’s employment is necessary and proper, and in the best interest of the Debtor; and First National Bank of Pennsylvania (“FNB”) having consented to the payment from its cash collateral of a retainer in the amount of \$15,000 and monthly legal fees that are specifically included in the Debtor’s monthly cash collateral budgets that are approved by FNB, provided that the Debtor has sufficient cash flow to make such payments, by the Debtor to WT&P to secure payment of its legal fees and costs on the terms set forth herein and in the Application; and the Court having considered any objections to the Application; and the Court finding that the Application was timely filed and that no further notice of the Application is required, it is hereby

WHITEFORD, TAYLOR & PRESTON, LLP
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David W. Gaffey, VSB# 85088
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Falls Church, Virginia 22042
Tel: (703) 280-3374

Proposed Counsel for WW Contractors, Inc.

ORDERED that the Application is APPROVED; and it is further

ORDERED that the employment of WT&P on the terms and conditions outlined in the Application is approved effective as of October 22, 2018; and it is further

ORDERED that the Debtor shall pay to WT&P (1) a retainer in the amount of \$15,000.00 and (2) any amounts budgeted for legal fees in the Debtor's monthly cash collateral budgets, provided that the Debtor has sufficient cash flow to pay such amounts, which amounts shall be subject to a security interest in favor of WT&P securing the payment of any fees and costs allowed by order of this Court.

Entered: _____

United States Bankruptcy Court for the
Eastern District of Virginia

WE ASK FOR THIS:

/s/ David W. Gaffey
WHITEFORD TAYLOR & PRESTON LLP
Christopher A. Jones, VSB# 40064
David W. Gaffey, VSB# 85088
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Telephone: (703) 280-3374
Email: dgaffey@wtplaw.com

Proposed Counsel for WW Contractors, Inc.

SEEN AND NO OBJECTION:

/s/ David V. Fontana (by email dated 11/14/18)
Richard A. DuBose, III
David V. Fontana
Gebhardt & Smith LLP
One South Street, Suite 2200
Baltimore, MD 21202
Telephone: (410) 385-5039
Email: rdubo@gebsmith.com

Counsel for First National Bank of Pennsylvania

LOCAL RULE 9022-1(C)(1) CERTIFICATION

I hereby certify that the foregoing order has been endorsed by all necessary parties.

/s/ David W. Gaffey _____
Counsel